

Judge Hellerstein

07 CV

4763

Christopher M. Schierloh (CS6644))

CASEY & BARNETT, LLC

317 Madison Avenue, 21st Floor

New York, New York 10017

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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WORLD MARK (SUZHOU) CO, LTD.,

2007 6 5 2007

Plaintiff,

07 Civ.

- against -

COMPLAINT

JET SPEED LOGISTICS (USA), LLC d/b/a JET
SPEED OCEAN LINE,

Defendant.

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Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint,
alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. § 1333.

2. Plaintiff, WORLD MARK (SUZHOU) CO, LTD., is a corporation with a
place of business located at 13 Bae He Street, Suzhou, 215021, China, and is the owner of a
consignment of polyester film loaded aboard the M/V VANCOUVER EXPRESS, as more
fully described below.

3. Defendant, JET SPEED LOGISTICS (USA) LLC d/b/a JET SPEED OCEAN
LINE, (hereinafter "JET SPEED"), is a corporation, or other type of business organization,
with a place of business located at 1555 Mittel Boulevard, Suite M, Wood Dale, Illinois

and is doing business in this jurisdiction directly and/or through an agent, and at all times acting in the capacity of a non vessel owning common carrier (NVOCC).

4. Plaintiff was the owner and assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

5. On or about June 1, 2006, a consignment of 44 rolls of polycarbonate film, then being in good order and condition, was delivered into the custody and control of defendant, Jet Speed, for transportation from Los Angeles, California to Shanghai, China aboard the M/V VANCOUVER EXPRESS in consideration of an agreed upon freight, pursuant to Sea Speed bill of lading number JSLEXP 10300818, dated June 1, 2006.

6. On, or about June 1, 2006, the consignment of polycarbonate film was loaded aboard the M/V VANCOUVER EXPRESS in Los Angeles, California and the vessel sailed for its intended destination.

7. On or about July 4, 2006, the aforementioned consignment was picked up by plaintiff's customs broker in Shanghai, whereupon, it was discovered that 32 rolls were stained and physically damaged.

8. The damages to the aforementioned rolls of film did not result from any act or omission on the part of plaintiff, but to the contrary, was the result in whole or in part, of the negligence and/or fault and/or breach of contract and/or breach of bailment by the defendant.

9. By reason of the foregoing, Plaintiff has been damaged in the amount of \$17,000, no part of which has been paid, although duly demanded.

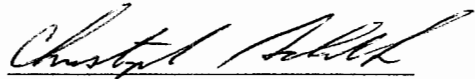
WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and
3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
June 1, 2007
115-835

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By:



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